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 [Notices]
 [Page 8628-8629]
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DEPARTMENT OF THE INTERIOR

National Park Service

Notice; Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concid No.	Concessioner's name	Park
CC-BISC006-89.....	Florida National Parks & Monuments Assoc., Inc.	Biscayne National Park.
CC-BISO006-96.....	The View/Bear Camp (Bear Creek Campgrounds & Equestrian Area).	Big South Fork NRRA.
CC-BLRI001-93.....	Southern Highland Handicraft Guild.	Blue Ridge Parkway.
CC-BLRI002-83.....	Northwest Trading Post, Inc..	Blue Ridge Parkway.
CC-BUIS001-98.....	Southern Seas, Inc....	Buck Island Reef NM.
CC-BUIS006-98.....	Teroro, Inc.....	Buck Island Reef NM.
CC-BUIS015-98.....	Milemark, Inc.....	Buck Island Reef NM.
CC-CAHA001-98.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98.....	Cape Hatteras Fishing	Cape Hatteras

	Pier, Inc..	National Seashore.
CC-CAHA003-98.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA004-98.....	Oregon Inlet Fishing Center, Inc..	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps & Ferry Service, Inc.	Cape Lookout NS.
CC-EVER002-89.....	Everglades National Park Boat Tours, Inc..	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CC-FOSU001-86.....	Fort Sumter Tours, Inc..	Fort Sumter NM.
CC-GRSM002-83.....	Leconte Lodge, Inc....	Great Smoky Mountains NP.
CC-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains NP.
CC-VIIS001-71.....	Caneel Bay, Inc.....	Virgin Islands NP.

[[Page 8629]]

EFFECTIVE DATE: January 2, 2005.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Concession Program Manager, National Park Service, Washington, DC 20240, Telephone 202/513-7156.

Dated: December 17, 2004.

Alfred J. Poole, III,
Acting Associate Director, Administration, Business Practices and Workforce Development.

[FR Doc. 05-3334 Filed 2-18-05; 8:45 am]

BILLING CODE 4312-53-M

DEPARTMENT OF THE INTERIOR

National Park Service

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed one year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed one year under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessioner ID No.	Concessioner name	Park
CP-BISC002-87.....	Biscayne National Underwater Park, Inc.	Biscayne National Park.
CP-BISC006-89.....	Florida National Parks & Monuments Assoc.	Biscayne National Park.
CP-EVER006-89.....	Florida National Parks & Monuments Assoc.	Big Cypress National Preserve.
TCC-BISO002-99.....	Bobby Gene and Gretta York.	Big South Fork NRRRA NRRRA.
CP-BISO002-89.....	Eastern National..	Big South Fork NRRRA NRRRA.
CP-BISO001-98.....	LeConte Lodge Limited Partnership.	Big South Fork NRRRA.
CP-BISO006-96.....	The View, Bear	Big South Fork

CP-BISO005-95.....	Creek Horse Camp. The View, Station Camp.	NRRA. Big South Fork NRRA.
CP-BLRI009-87.....	Parkway Inn.....	Blue Ridge Parkway.

[[Page 5043]]

CP-BLRI002-83.....	Northwest Trading Post.	Blue Ridge Parkway.
CP-BLRI001-93.....	Southern Highland Handcraft Guild.	Blue Ridge Parkway.
CP-BUIS001-98.....	Southern Seas, Inc	Buck Island Reef NM.
CP-BUIS006-98.....	Teroro, Inc.....	Buck Island Reef NM.
CP-BUIS008-98.....	Llewellyn Westerman.	Buck Island Reef NM.
CP-BUIS014-98.....	Francis J. Waters.	Buck Island Reef NM.
CP-BUIS015-98.....	Milemark, Inc.....	Buck Island Reef NM.
CP-BUIS019-98.....	Carl Punzenberger.	Buck Island Reef NM.
CC-CAHA001-98.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98.....	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CC-CAHA003-84.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CALO004-98.....	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps and Ferry Service, Inc.	Cape Lookout NS.
CC-CALO005-98.....	Alger G. Willis Fishing Camp, Inc.	Cape Lookout NS.
CC-CUIS001-88.....	Lang Seafood, Inc.	Cumberland Island NS.
CP-EVER006-89.....	Florida National Parks & Monuments Assoc.	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CI-FOFR001-98.....	Fort Frederica Association.	Fort Frederica National Monument.
CP-GRSM004-98.....	Cades Cove Riding Stables, Inc.	Great Smoky Mountains.
CP-GRSM005-98.....	Cherokee Boys Club	Great Smoky Mountains.
CP-GRSM010-98.....	Great Smokey Mountains NHA.	Great Smoky Mountains.
CP-GRSM002-83.....	Leconte Lodge	Great Smoky

CP-GRSM003-98.....	Limited. Tammy Shular.....	Mountains. Great Smoky Mountains.
CP-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains.
CC-GUIS001-98.....	Dudley Food and Beverage, Inc.	Gulf Island National Seashore.
CC-GUIS003-89.....	Pan Isles, Inc....	Gulf Island National Seashore.
CP-NATR004-98.....	Craftmen's Guild of Mississippi, Inc.	Natchez Trace Parkway.
CP-SERO001-92.....	Eastern National..	South East Region.
CC-VIIS001-71.....	Caneel Bay, Inc...	Virgin Islands NP.
CP-VIIS008-96.....	Caneel Bay, Inc...	Virgin Islands NP.
CO-VIIS007-98.....	Maho, Inc.....	Virgin Islands NP.
CP-WRBR001-98.....	Kitty Hawk Aero Tours, Inc.	Wright Brothers National Monument.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program
Manager, National Park Service, Washington, DC, 20240, Telephone 202/
513-7156.

Dated: December 13, 2002.
Richard G. Ring,
Associate Director, Administration, Business Practices and Workforce
Development.
[FR Doc. 03-2324 Filed 1-30-03; 8:45 am]
BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Extension of Expiring Contracts
for Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23; public notice is hereby given that the National Park Service proposes to extend the following expiring concession contracts for a period of up to one year, or until such time as a new contract is executed, whichever occurs sooner.

SUPPLEMENTARY INFORMATION: All of the listed concession authorizations will expire by their terms on or before December 31, 2001. The National Park Service has determined that the proposed short-term extensions are necessary in order to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption. These extensions will allow the National Park Service to complete and issue prospectuses leading to the competitive selection of concessioners for new long-term concession contracts covering these operations.

Concessioner ID No.	Concessioner name	Park
ANIA903.....	Katmai Guide Service.	Aniakchak National Monument and Preserve.
ANIA904.....	King Guiding Service.	Aniakchak National Monument and Preserve.
ANIA906.....	Cinder River Lodge...	Aniakchak National Monument and Preserve.
ARO001.....	Alaska Natural Hist Assn.	Alaska Regional Office.
BADL001.....	Oglala Sioux Tribe (Cedar Pass Lodge).	Badlands National Park.
BAND001.....	Bandelier Trading, Inc.	Badlands National Monument.
BEOL001.....	Bent's Old Fort Historical Assn.	Bent's Old Fort National Historic Site.
BISC002.....	Biscayne National Underwater Park, Inc.	Biscayne National Park.
BISO001.....	LeConte Lodge Limited Partnership.	Big South Fork National Recreation Area.

BUIS014.....	Francis J. Waters....	Buck Island Reef National Monument.
BUIS015.....	Milemark, Inc.....	Buck Island Reef National Monument.
BUIS019.....	Carl Punzenberger....	Buck Island Reef National Monument.
CACO002.....	The Benz Corporation.	Cape Cod National Seashore.
CACO006.....	Hosteling International.	Cape Cod National Seashore.
CAHA001.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CAHA002.....	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CAHA004.....	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.

[[Page 67298]]

CALO003.....	Morris Marina, Kabin Kamps & Ferry Svc.	Cape Lookout National Seashore.
CALO005.....	Alger G. Willis Fishing Camps, Inc.	Cape Lookout National Seashore.
CHAM001.....	My Other Squeeze.....	Chamizal National Monument.
CHAM003.....	Triple L Rolling Restaurant.	Chamizal National Monument.
CHAM004.....	Donut Factory.....	Chamizal National Monument.
CHAM005.....	Party Time Ice Cream.	Chamizal National Monument.
CHAM006.....	Senor Elote.....	Chamizal National Monument.
CHAM007.....	Coronado Prime Meats.	Chamizal National Monument.
CHAM008.....	Mama's Papas.....	Chamizal National Monument.
CHAM009.....	Mando's Concessions..	Chamizal National Monument.
CHAT001.....	Chattahoochee Outdoor Center, Inc.	Chattahoochee River National Recreation Area.
CHIS002.....	Channel Islands Aviation, Inc.	Channel Islands National Park.
COLM001.....	Colorado National Monument Assn.	Colorado National Monument.
COLO005.....	Eastern National.....	Colonial National Historic Park.
COLO001.....	Yorktown Shoppe.....	Colonial National Historical Park.
CUVA001.....	American Youth Hostels.	Cuyahoga Valley.
DENA030.....	Kantishna Air Taxi...	Denali National Park and Preserve.
DENA005.....	Rainier Mountaineering, Inc.	Denali National Park and Preserve.
DENA006.....	Mountain Trip, Inc...	Denali National Park and Preserve.
DENA008.....	Alaska Mountaineering School.	Denali National Park and Preserve.
DENA009.....	Fantasy Ridge Alpinism, Inc.	Denali National Park and Preserve.

YELL164.....	Gallatin Way Ranch...	Yellowstone National Park.
YELL165.....	Gunsel Horse Adventures.	Yellowstone National Park.
YELL166.....	Elkhorn Ranch.....	Yellowstone National Park.
YELL168.....	Llamas of West Yellowstone.	Yellowstone National Park.
YELL169.....	Shoshone Lodging Outfitters.	Yellowstone National Park.
YELL170.....	Diamond K Outfitters.	Yellowstone National Park.
ZION004.....	Zion Natural History Association.	Zion National Park.

EFFECTIVE DATE: January 2, 2002.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program Manager, National Park Service, Washington, DC 20240, Telephone 202/565-1210.

Dated: November 29, 2001.
Cynthia Orlando,
Concession Program Manager, Park Operations and Education.
[FR Doc. 01-31891 Filed 12-27-01; 8:45 am]
BILLING CODE 4310-70-M

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

--00000--

CONCESSION CONTRACT
MILEMARK, INC.
EXCURSION BOAT SERVICES
WITHIN
BUCK ISLAND REEF NATIONAL MONUMENT

--00000--

CONTRACT NO. CC-BUIS015-98 EXECUTED October 13, 1998

COVERING THE PERIOD

JANUARY 1, 1998 THROUGH APRIL 30, 2000

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

CONCESSION CONTRACT
TABLE OF CONTENTS

	<u>PAGE</u>
WHEREAS.....	1
<u>SEC. 1. TERM OF CONTRACT.....</u>	1
<u>SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES.....</u>	1
<u>SEC. 3. PLANT, PERSONNEL AND RATES.....</u>	2
<u>SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS.....</u>	3
<u>SEC. 5. MAINTENANCE.....</u>	4
<u>SEC. 6. CONCESSIONER'S IMPROVEMENTS.....</u>	4
<u>SEC. 7. UTILITIES.....</u>	5
<u>SEC. 8. ACCOUNTING RECORDS AND REPORTS.....</u>	6
<u>SEC. 9. FEES.....</u>	6
<u>SEC. 10. ACCOUNTS.....</u>	8
<u>SEC. 11. BOND AND LIEN</u>	8
<u>SEC. 12. TERMINATION.....</u>	8
<u>SEC. 13. COMPENSATION.....</u>	9
<u>SEC. 14. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS.....</u>	10
<u>SEC. 15. APPROVAL OF SUBCONCESSION CONTRACTS.....</u>	11
<u>SEC. 16. INSURANCE AND INDEMNITY.....</u>	11
<u>SEC. 17. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES.....</u>	13
<u>SEC. 18. GENERAL PROVISIONS.....</u>	13

EXHIBITS

EXHIBIT "A":	Nondiscrimination
EXHIBIT "B":	Land Assignment
EXHIBIT "C":	Government Improvements Assigned
EXHIBIT "D":	Concessioner Improvements
EXHIBIT "E":	Building Replacement Cost for Insurance Purposes
EXHIBIT "F":	Maintenance Plan
EXHIBIT "G":	Operating Plan

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and MILEMARK, INC., a corporation organized and existing under the laws of the UNITED STATES VIRGIN ISLANDS, hereinafter referred to as the "Concessioner,"

W I T N E S S E T H:

THAT WHEREAS, BUCK ISLAND REEF NATIONAL MONUMENT, the "Area" is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services that have been determined to be necessary and appropriate for the public use and enjoyment of the area be provided for the public visiting the area; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate certain of them at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20 et seq.), and other laws supplemental thereto and amendatory thereof, the Secretary and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT This CONTRACT shall be for the term of Two (2) Years AND FOUR (4) MONTHS from January 1, 1998 through APRIL 30, 2000.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES (a) The Secretary hereby requires and authorizes the Concessioner during the term of this CONTRACT to provide EXCURSION BOAT TRANSPORTATION AND RELATED accommodations, facilities and services for the public within the Area.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein to be sold or furnished by the Concessioner within the Area.

(c) This CONTRACT and the administration of it by the Secretary shall be subject to the laws of Congress governing the Area and rules, regulations and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to United States Public Health Service requirements. The Concessioner must also comply with applicable requirements promulgated by the United States Department of Labor's Occupational Safety and

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(d) In order to implement these requirements the Secretary in consultation with the Concessioner, shall establish and revise as circumstances warrant, specific operating requirements in the form of an Operating Plan which shall be adhered to by the Concessioner. The initial Operating Plan is attached hereto as Exhibit "G" and hereby made a part hereof. Modifications made to the initial Operating Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

SEC. 3. PLANT, PERSONNEL AND RATES (a)(1) The Concessioner shall maintain and operate the accommodations, facilities and services described above to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor, provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations under this CONTRACT commensurate with the capital invested and the obligations assumed. The Concessioner agrees that the terms of this CONTRACT provide the Concessioner this reasonable opportunity to realize a profit.

(a)(2) All rates and prices charged to the public by the Concessioner for accommodations, services or goods furnished or sold shall be subject to regulation and approval by the Secretary. Reasonableness of rates and prices will be judged generally by comparison with those currently charged for comparable accommodations, services or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(a)(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior written approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services in accordance with procedures established by the Secretary.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(b)(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

(b)(3) The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner also shall comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS (a)(1) The Secretary hereby assigns for use by the Concessioner during the term of this CONTRACT, certain parcels of land, as described in Exhibit "B" hereto, and Government Improvements, as described in Exhibit "C" hereto, appropriate to conduct operations hereunder.

(a)(2) The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this CONTRACT if, in his judgement, (i) such withdrawal is for the purpose of enhancing or protecting area resources or visitor enjoyment or safety, or (ii) the operations utilizing such assigned lands or buildings are terminated pursuant to Section 12 hereof.

(a)(3) Any permanent withdrawal of assigned lands or Government Improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination of this CONTRACT pursuant to Section 12 hereof. The Secretary shall compensate the Concessioner for any Possessory Interest it may have in such properties permanently withdrawn pursuant to Section 13 hereof.

(b)(1) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner as to be part of the realty, if any, constructed or acquired by the Secretary and assigned to the Concessioner by the Secretary for the purposes of this CONTRACT.

(b)(2) The Concessioner shall have a Possessory Interest to the extent provided elsewhere in this CONTRACT in capital improvements (as hereinafter defined) it makes to Government Improvements (excluding improvements made from funds from any Section 10 accounts) with the written permission of the Secretary. In the event that such Possessory Interest is acquired by the Secretary or a successor concessioner at any time, the Concessioner will be compensated for such Possessory Interest pursuant to Section 13 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the Area.

(d) The Concessioner may construct or install upon assigned lands such buildings, structures, and other improvements as are necessary for operations hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with applicable provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966, among other requirements.

(e) If, during the term of this CONTRACT, a Government Improvement requires capital improvement (major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair), such capital improvements shall be made by the Concessioner at its expense if consistent with a reasonable opportunity for the Concessioner to realize a profit as described above. Where capital improvements to other Government facilities which directly support the Concessioner's operations under this CONTRACT are determined by the Secretary to be necessary for the accommodation of Area visitors, such improvements shall be made by the Concessioner at its expense unless the Secretary determines that expenditures for such improvements are inconsistent with a reasonable opportunity for the Concessioner to realize a profit as described above.

SEC. 5. MAINTENANCE (a) Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government Improvements and Concessioner Improvements) used in operations under this CONTRACT, including maintenance of assigned lands and all necessary housekeeping activities associated with such operations, to the satisfaction of the Secretary.

(b) In order to implement these requirements, the Secretary shall undertake appropriate inspections, and, in consultation with the Concessioner, establish and revise as circumstances warrant a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is attached hereto as Exhibit "F" and hereby made a part hereof. Modifications made to the initial Maintenance Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

SEC. 6. CONCESSIONER'S IMPROVEMENTS (a)(1) "Concessioner Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this CONTRACT (excluding improvements made to Government Improvements and improvements made from funds in any Section 10 accounts), as follows: (i) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (ii) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary.

(a)(2) Concessioner Improvements do not include any interest in the land upon which the improvements are located.

(a)(3) Any salvage resulting from the authorized removal, severance or demolition of a Concessioner Improvement or any part thereof shall be the property of the Concessioner.

(a)(4) In the event that a Concessioner Improvement is removed, abandoned,

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Secretary, restore the site as nearly as practicable to its original condition.

(b)(1) The Concessioner shall have a Possessory Interest, as defined herein, in Concessioner Improvements to the extent provided by this CONTRACT.

(b)(2) Possessory Interest in Concessioner Improvements or Government Improvements shall not be extinguished by the expiration or other termination of this CONTRACT, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 13. Performance of the obligations assumed by the Secretary under Section 13 hereof shall constitute just compensation with respect to the taking of Possessory Interest.

(c)(1) Possessory Interest, as the term is used in this CONTRACT, shall consist of all incidents of ownership in capital improvements made by the Concessioner, except legal title which shall be vested in the United States and subject to other limitations as set forth in this CONTRACT. Particularly, among other matters, the existence of Possessory Interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture or improvement in which the Concessioner has a Possessory Interest shall be wholly subject to the applicable provisions of this CONTRACT and to the laws and regulations relating to the Area.

SEC. 7. UTILITIES (a) The Secretary may furnish utilities to the Concessioner for use in connection with the operations authorized under this CONTRACT when available at reasonable rates to be fixed by the Secretary in his discretion. Such rates which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should the Secretary not provide such utilities, the Concessioner shall, with the written approval of the Secretary and under such requirements as the Secretary shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the same within the Area with the written permission of the Secretary, subject to the following conditions: (i) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with applicable State procedures and law. Such water rights, upon expiration or termination of this CONTRACT for any reason shall be assigned to and become the property of the United States without compensation; (ii) Any utility service provided by the Concessioner under this Section shall, if requested by the Secretary, be furnished to the Secretary to such extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Secretary for such service shall be approximately the average cost per unit of providing such service; and (iii) All appliances and machinery to be used in connection with the privileges granted in this Section, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Secretary.

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

SEC. 8. ACCOUNTING RECORDS AND REPORTS (a) The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible but not later than SIXTY (60) days after the 30TH day of APRIL, a financial statement for the preceding year or portion of a year as prescribed by the Secretary, and such other reports and data, including, but not limited to, operations information, as may be required by the Secretary. Such information is subject to public release to the extent authorized by law or established policies and procedures of the Secretary. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Report Form issued by the Secretary. If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000, and \$1,000,000, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are less than \$250,000, the financial statements may be prepared without involvement by an independent certified or licensed public accountant, unless otherwise directed by the Secretary.

If the Concessioner is required to have its annual financial statement (Concessioner Annual Financial Report) audited or reviewed, the Concessioner must use the accrual accounting method. In addition, it must include in its annual financial statement (Concessioner Annual Financial Report) a footnote that reconciles its annual financial statement to its Federal income tax returns.

(b) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall at any time up until the expiration of five (5) calendar years after the expiration of this Contract, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents of any subconcessioner related to this Contract, and, such documents of any proprietary or affiliate companies of the Concessioner.

SEC. 9. FEES For the term of this CONTRACT, the Concessioner shall pay to the Secretary for the privileges granted herein, fees as follows:

(a)(1) An annual fee for the use of Government Improvements assigned to the Concessioner, as identified in Exhibit "C" hereto. This fee may be adjusted annually by the Secretary to equal the fair annual value of the related Government Improvement as determined by the Secretary.

(a)(2) In addition to the foregoing, a franchise fee equal to TWO PERCENT (2%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

***** BUCK ISLAND REEF NATIONAL MONUMENT *****
****** Southeast Region - National Park Service ******

(b) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "C" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the Concessioner's annual financial statement. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury.

(d)(1) The term "gross receipts" as used in this CONTRACT shall mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts of subconcessioners as herein defined and commissions earned on contracts or agreements with other persons or companies operating in the Area, and excluding gross receipts from intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the Area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by; the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

(d)(2) The term "gross receipts of subconcessioners" as used in this CONTRACT shall mean the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31ST day of December each year or portion of a year. Subconcessioners shall maintain an accurate and complete record of all items listed in Subsection (d)(1) of this Section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in Subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in Subsection (a) hereof.

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

SEC. 10. ACCOUNTS No Government Improvement or Capital Improvement Accounts are included in this CONTRACT.

SEC. 11. BOND AND LIEN The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon faithful performance of this CONTRACT, in such form and in such amount as the Secretary may deem adequate, not in excess of FIVE THOUSAND DOLLARS (\$5,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area.

SEC. 12. TERMINATION (a)(1) The Secretary may terminate this CONTRACT in whole or part for default at any time and may terminate this CONTRACT in whole or part when necessary for the purpose of enhancing or protecting Area resources or visitor enjoyment or safety.

(a)(2) Operations under this CONTRACT may be suspended in whole or in part at the discretion of the Secretary when necessary to enhance or protect Area resources or visitor enjoyment or safety.

(a)(3) Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies.

(a)(4) Termination for default may be utilized in circumstances where the Concessioner has breached any requirement of this CONTRACT, including, but not limited to, failure to maintain and operate accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination or expiration of this CONTRACT, the total compensation to the Concessioner for such termination or upon expiration shall be as described in Section 13 ("Compensation") of this CONTRACT.

(c) In the event it is deemed by the Secretary necessary to suspend operations under this CONTRACT in whole or in part to enhance or protect Area resources or visitor enjoyment or safety, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of services to the public upon the expiration or termination of this CONTRACT for any reason, the Concessioner, upon the request of the Secretary, shall (i) continue to conduct all operations hereunder for a reasonable period of time to allow the Secretary to select a successor concessioner, or (ii) consent to the use by a temporary operator, designated by the Secretary, of Concessioner Improvements and personal property, if any, not including current or intangible assets, used in operations hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation of such improvements and personal property, plus a return on the book value of such improvements and

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return.

SEC. 13. COMPENSATION (a) Just Compensation: The compensation described in this Section shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued:

(b)(1) If, for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government; (i) the Concessioner shall sell and transfer to the successor designated by the Secretary its Possessory Interest in Concessioner Improvements and Government Improvements, if any, as defined under this CONTRACT, and all other tangible property of the Concessioner used or held for use within the Area in connection with such operations; and, (ii) the Secretary will require such successor to purchase from the Concessioner such Possessory Interest, if any, and such other property, and to pay the Concessioner the fair value thereof.

(b)(2) The fair value of any possessory interest in Concessioner Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value shall be determined upon the basis of reconstruction cost less depreciation evidenced by its conditions and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of possessory interest in Government Improvements shall be book value.

(b)(3) The fair value of merchandise and supplies shall be actual cost including transportation.

(b)(4) The fair value of equipment shall be its book value.

(c) Contract expiration or termination where operations are to be discontinued:

If for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof, within the Area, and/or to abandon, remove, or demolish any Concessioner Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its Possessory Interest in Concessioner Improvements and Government Improvements, if any, in the applicable amount as set forth in Section 13(b) hereof; (ii) the cost to the Concessioner of restoring any assigned lands to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

by the Concessioner within a reasonable time following such determination shall become the property of the United States without further compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance. Notwithstanding any other provision of this CONTRACT to the contrary, in the event of termination of this CONTRACT for default for failure to maintain and operate accommodations, facilities and services hereunder to the satisfaction of the Secretary in accordance with the Secretary's requirements, compensation for Possessory Interest in Concessioner Improvements, if any, except for Possessory Interest in Concessioner Improvements in existence before the effective date of this CONTRACT, shall be as set forth in Section 13(b) hereof or at book value, whichever is less.

SEC. 14. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS (a) Pursuant to this Section and 36 C.F.R. Part 51, the Concessioner and/or any person or entity which owns a controlling interest (as is or as may be defined in 36 C.F.R. Part 51) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this Section) shall not assign or otherwise sell or transfer responsibilities under this CONTRACT or concession operations hereunder, or the Concessioner's assets in the concession operation, nor sell or otherwise assign, transfer or encumber (including, without limitation, mergers, consolidations, reorganizations, other business combinations, mortgages, liens or collateral) a controlling interest in such operations, this CONTRACT, or a controlling interest in the Concessioner's ownership or assets (as is or as may be defined in 36 C.F.R. Part 51), without the prior written approval of the Secretary.

(a)(2) Such approval is not a matter of right and is further subject to the requirements of 36 C.F.R. Part 51 (as are or as may be set forth therein). The Secretary will exercise his discretion as to whether and/or under what conditions a proposed transaction will be approved in accordance with established policies and procedures.

(a)(3) Failure to comply with this provision or the procedures described herein shall constitute a material breach of this CONTRACT for which this CONTRACT may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 12 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT or to own or operate operations hereunder acquired in violation hereof.

(b) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction which is subject to this Section that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction prior to consummation and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction. The relevant documents shall be as described in 36 C.F.R. Part 51 but shall also include other documents as the Secretary may require.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for operations hereunder or any part hereof without the written approval of the Secretary given at least thirty (30) days in advance of such

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock or other evidence of interest in, or indebtedness upon, the rights and/or properties of the Concessioner, including this CONTRACT, in the Area, shall be issued without prior written approval of the Secretary. Approval of such encumbrances shall be granted only for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such rights and/or properties, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such rights and/or properties but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 15. APPROVAL OF SUBCONCESSION CONTRACTS All contracts and agreements (other than those subject to approval pursuant to Section 14 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this CONTRACT in whole or part shall be considered as subconcession contracts and shall be submitted in advance of execution to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within SIXTY (60) days after the 31ST day of December each year or portion of a year a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 16. INSURANCE AND INDEMNITY (a)(1) General. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this CONTRACT.

(a)(2) The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

(a)(3) At the request of the Secretary, the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(a)(4) The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

whatsoever.

(b) Property Insurance. (b)(1) The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this CONTRACT and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and Government Improvements in such amounts as the Secretary may require during the term of the CONTRACT. Those values currently in effect are set forth in Exhibit "E" to this CONTRACT. This exhibit will be revised if there is a substantial increase in value.

(b)(2) Such insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner Improvements and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 11 shall apply to such insurance proceeds.

The Concessioner shall purchase such other property coverages in such amounts as set forth in Exhibit "E".

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment. The following additional requirements shall apply to structures all or any part of which are Government Improvements as defined in this CONTRACT.

(c)(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(c)(2) The use of insurance proceeds for repair or replacement of Government Improvements will not alter their character as Government Improvements and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no Possessory Interest therein.

(d) Public Liability. (d)(1) The Concessioner shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operation authorized hereunder.

(d)(2) Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$500,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

(d)(3) From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

(d)(4) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

(d)(5) The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

- (1) Product Liability - Amount (\$500,000)
- (2) Liquor Legal Liability - Amount (\$500,000)
- (3) Protection and Indemnity (Watercraft Liability) - Amount (\$500,000)
- (4) Automobile Liability - To cover all owned, non-owned, and hired vehicles - Amount (\$500,000)
- (5) Garage Liability - Amount (none)
- (6) Workers' Compensation
- (7) Aircraft Liability - Amount (none)
- (8) Fire Damage Legal Liability - Amount (none)
- (9) Other

SEC. 17. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES In computing net profits for any purposes of this CONTRACT, the Concessioner agrees that its accounts will be kept in such manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 18. GENERAL PROVISIONS (a) Reference in this CONTRACT to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(f) This CONTRACT may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Atlanta, Georgia, this 13th day of October 1998.

MILEMARK, INC.

BY

M. J. Parker

Title

owner / sec

UNITED STATES OF AMERICA

BY W. A. Ball

Regional Director
Southeast Region
National Park Service

ATTEST:

BY

Joel H. Luten

TITLE

Superintendent

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

EXHIBIT "A"**NONDISCRIMINATION****SECTION I****REQUIREMENTS RELATING TO EMPLOYMENT
AND
SERVICE TO THE PUBLIC**

A. **EMPLOYMENT:** During the performance of this concession permit the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by

***** BUCK ISLAND REEF NATIONAL MONUMENT *****
****** Southeast Region - National Park Service ******

Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit or with any of such rules, regulations, or orders, this concession permit may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through A(8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this permit, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "permit" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessee, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color,

*** BUCK ISLAND REEF NATIONAL MONUMENT ***

**** Southeast Region - National Park Service ****

religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;

5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;

6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

EXHIBIT "B"

LAND ASSIGNED TO
MILEMARK, INC.
pursuant to Sec. 4(a)(1)

NONE

MILEMARK, INC.

BY: m/berber
DATE: 6/18/98

United States of America

BY: W. A. Dill

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

EXHIBIT "C"

GOVERNMENT IMPROVEMENTS ASSIGNED To
MILEMARK, INC.
pursuant to Sec. 4(a)(1)

BUILDING NO.	DESCRIPTION	ANNUAL FEE
<u>NONE</u>		<u>-0-</u>

Total Amount Due

NONE

MILEMARK, INC.

United States of America

BY: W. A. Dill

BY: W. A. Dill

DATE 6/18/58

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

EXHIBIT "D"

CONCESSIONER IMPROVEMENTS
MILEMARK, INC.
pursuant to Sec. 6(a)(1)

BUILDING NO.	DESCRIPTION
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NONE	
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MILEMARK, INC.

BY: M. J. Perler

DATE 6/18/98

United States of America

BY: [Signature]

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****

EXHIBIT "E"

INSURANCE REPLACEMENT FOR FACILITIES
MILEMARK, INC
pursuant to Sec. 16(b)(1)

I. GOVERNMENT-OWNED BUILDINGS AND STRUCTURES:

BUILDING NO.	DESCRIPTION	VALUE
NONE		NONE

II. CONCESSIONER IMPROVMENTS

BUILDING NO.	DESCRIPTION	VALUE
NONE		NONE

(Values are for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.)

MILEMARK, INC.

BY: 111/p. erber
DATE: 6/18/98

United States of America

BY: W. A. S. S. S.

*** BUCK ISLAND REEF NATIONAL MONUMENT ***
**** Southeast Region - National Park Service ****